

Electronically Recorded

Official Public Records

Tarrant County Texas

10/11/2010 1:01 PM

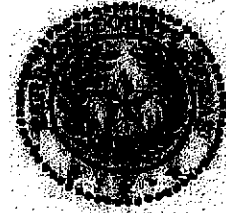
D210250637



Suzanne Henderson

PGS 6 \$36.00

Submitter: SIMPLIFILE



CHESAPEAKE ENERGY CORP.  
ATTN: RECORDING TEAM  
P.O. Box 18496  
Oklahoma City, OK 73154

Submitter: Chesapeake Operating, Inc.

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SUZANNE HENDERSON  
TARRANT COUNTY CLERK  
TARRANT COUNTY COURTHOUSE  
100 WEST WEATHERFORD  
FORT WORTH, TX 76196-0401

**DO NOT DESTROY**  
**WARNING - THIS IS PART OF THE OFFICIAL RECORD.**

ELECTRONICALLY RECORDED  
BY SIMPLIFILE

By: \_\_\_\_\_

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE  
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR  
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

RIGHT-OF-WAY and EASEMENT AGREEMENT

THE STATE OF TEXAS           §  
   §  
 THE COUNTY OF TARRANT   §

For and in consideration of TEN Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, the undersigned Tarrant Acquisition, LTD (hereinafter called GRANTOR, whether one or more) does hereby GRANT, BARGAIN, and CONVEY TO Chesapeake Operating, Inc. P.O. Box 18496, Oklahoma City, OK 73154-0496, its successors and assigns (hereinafter called GRANTEE), a Right-of-Way and Easement (the "Easement") along a route, (the location of the installed Water Line, to evidence said route) over, along, across and under the following real estate (the "Property") situated in Tarrant County, Texas:

See Attached Plat.

The Easement granted herein is for the purpose of laying, constructing, reconstructing, operating, maintaining, protecting, inspecting, repairing, altering, changing the size of, and removing or abandoning in place, One line for the transportation of water, regardless of salinity, together with any and all necessary above ground and underground appurtenances (including but not limited to, such valves, fittings, meters, risers, graphite and steel anodes, and other devices for the control of corrosion,) that Grantee may determine to be necessary or convenient for the safe and efficient operation of the Water Line, over, under, upon and across the Property depicted in Exhibit "A". The Easement herein granted is non-exclusive to the Grantee.

See Exhibit "A" (the Easement) attached hereto and incorporated herein for all purposes.

The Easement granted herein shall be a perpetual Easement of Fifteen Feet (15') in width with an additional Thirty Five Feet (35') for a Temporary Easement to be used during the laying, constructing, etc. as referenced herein. The Thirty Five (35') Temporary Easement shall revert back to the perpetual Easement of Fifteen Feet (15') after construction and restoration.

GRANTOR hereby reserves the right to use said land in any manner that will neither prevent nor interfere with the exercise by GRANTEE of its rights hereunder, provided, however, that GRANTOR shall neither construct nor permit to be constructed, any house, building or any other structure on the easement area or other facility constructed by GRANTEE hereunder without express prior consent of the GRANTEE. GRANTOR herein agrees not to change the grade of the surface over such Water Line. In addition, GRANTEE shall have all of the rights and

benefits necessary and convenient for the full enjoyment and use of the rights herein granted, including but not limited to the right of ingress to and egress over and across said Property to and from said Easement and the right, from time to time, to cut all trees, undergrowth, and the other obstructions that, in its judgment, may injure, or interfere with the exercise by GRANTEE of the rights, privileges and easements herein granted. The GRANTEE shall have the right to assign the Easement, or any rights herein granted, in whole or in part.

GRANTOR hereby expressly agrees that in the event the route of the Water Line to be constructed hereunder should cross any roads, railroads, creeks, or other waterways located on the above described land or other places requiring extra work space, or if the rights granted to GRANTEE hereunder require extra work space, then GRANTEE shall have the right and temporary access to the necessary additional working space, and GRANTEE agrees to pay GRANTOR any and all damages which GRANTOR suffers by reason of GRANTEE'S use of said additional work space.

GRANTEE covenants and agrees that the Water Line will be buried to a minimum depth of Thirty-Six Inches (36") below grade and to pay for any physical damage to growing crops, timber, fences, or other structural improvements caused by GRANTEE'S construction, maintenance, operation, repairing, alteration, replacement or removal of said Water Line and appurtenant facilities. It is understood and agreed that the consideration herein paid does include payment of the initial construction, crop, timber and land surface damages.

GRANTEE hereby assumes all risks and agrees, binds, and obligates itself to indemnify, defend, and save harmless GRANTOR from and against all claims, demands, actions, suits, judgments, and recoveries for or on account of injury to or death of any person or persons (including, but not by way of limitation, the agents, representatives, and employees of GRANTOR and GRANTEE and any third parties) and/or damage to Property (including, but not by way of limitation, property of GRANTOR or property of others in its custody) arising out of or in any way connected with the exercise of the rights herein granted, except to the extent such damage or injury is due to the negligence or willful misconduct of GRANTOR, its agents, representatives or employees.

TO HAVE AND TO HOLD unto GRANTEE, its successors and assigns, so long as the rights and the Easement herein granted, shall be used by, or useful to GRANTEE for the purposes herein granted, the undersigned hereby bind themselves, their heirs, executors and administrators (and successors and assigns) to warrant and forever defend this right of way and easement unto the GRANTEE, its successors and assigns, against every person whomever lawfully claiming or to claim the same or any part thereof.

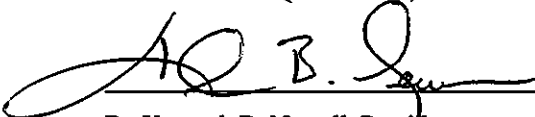
It is agreed that this grant covers all the agreements between the parties and that no representation or statements, verbal or written, have been made modifying, adding to or changing the terms of this Agreement.

Line Name: Ducklake A to TXI-4  
TX-TARR-DLTX-005.00 & 006.00

IN TESTIMONY WHEREOF, the GRANTOR herein has executed this conveyance this 11<sup>th</sup> day of October, 2010.

GRANTORS:

TARRANT ACQUISITION, LTD

  
By Kenneth B. Newell, President


ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the 11 day of October, 2010  
by Tarrant Acquisition, LTD, by Kenneth B. Newell, President



  
Notary Public  
Printed Name: LINDA G. ELLIS  
In and for the State of Texas  
My Commission Expires: 10-21-10

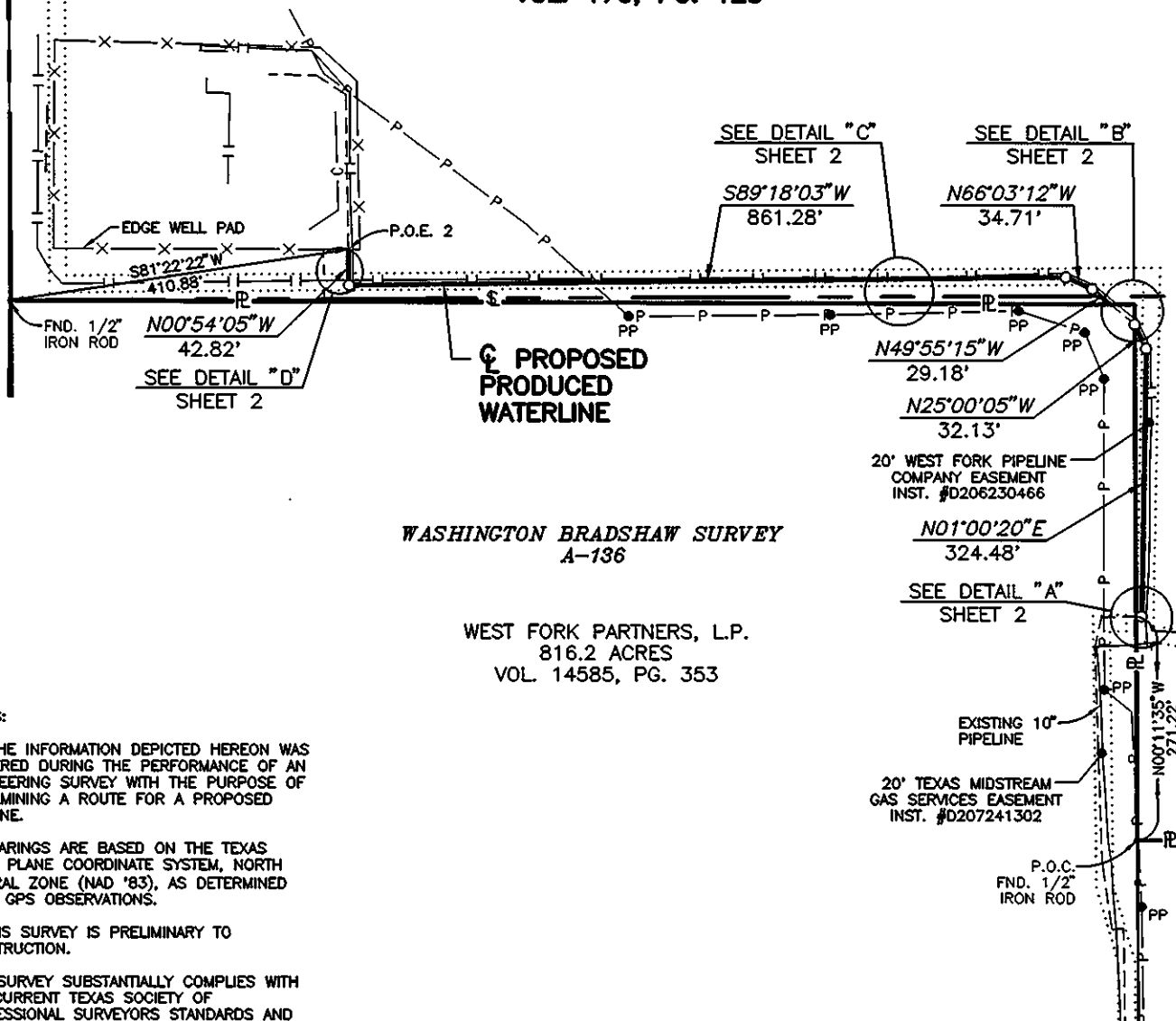
# EXHIBIT "A"

## TARRANT COUNTY, TEXAS

WASHINGTON BRADSHAW SURVEY, A-136 & WILLIAM P. BURNS SURVEY, A-121

WILLIAM P. BURNS SURVEY  
A-121

TARRANT ACQUISITION, LTD.  
700.27 ACRES  
VOL. 176, PG. 125



### NOTES:

1. THE INFORMATION DEPICTED HEREON WAS GATHERED DURING THE PERFORMANCE OF AN ENGINEERING SURVEY WITH THE PURPOSE OF DETERMINING A ROUTE FOR A PROPOSED PIPELINE.

2. BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE (NAD '83), AS DETERMINED FROM GPS OBSERVATIONS.

3. THIS SURVEY IS PRELIMINARY TO CONSTRUCTION.

THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR CATEGORY 2, CONDITION IV SURVEY.

### PRELIMINARY PLAT

NOT TO BE FILED

Timothy J. Hellstein  
R.P.L.S. 5640

Date:

TEMPORARY WORK SPACE: 0.50 ACRES

LENGTH=1,331.29' RODS=80.68

SHEET 1 OF 2

SCALE:	PROJECT NO: 1380-31-0011
DRAWN BY: MET	DATE: 05/26/10
CHECKED BY:	DATE:
APPROVED BY:	DATE:
REVISED BY:	DATE:
REVISED BY:	DATE:
REVISED BY:	DATE:



PPI  
TECHNOLOGY  
SERVICES, L.P.  
A Worldwide Well Service Company

PREPARED BY  
800 GESSNER, SUITE 900  
HOUSTON, TX 77024  
TEL: 713.464.2200  
FAX: 866.262.2295

PREPARED FOR

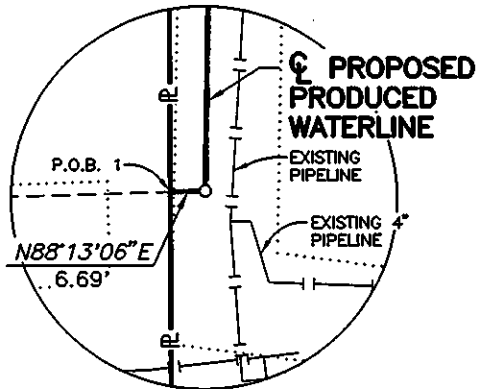
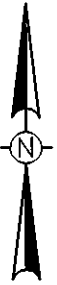


TITLE  
PLAT OF SURVEY SHOWING  
PROPOSED 8" PRODUCED WATERLINE  
CROSSING THE LAND OF  
TARRANT ACQUISITION, LTD.  
TARRANT COUNTY, TEXAS

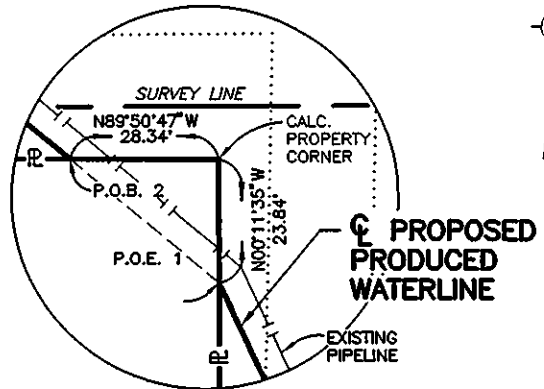
DRAWING NO. 1380-011-2002

# **EXHIBIT "A"** **TARRANT COUNTY, TEXAS**

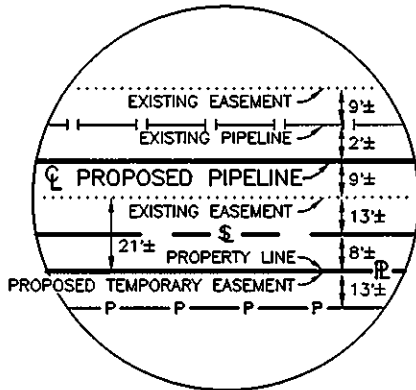
WASHINGTON BRADSHAW SURVEY, A-136 & WILLIAM P. BURNS SURVEY, A-121



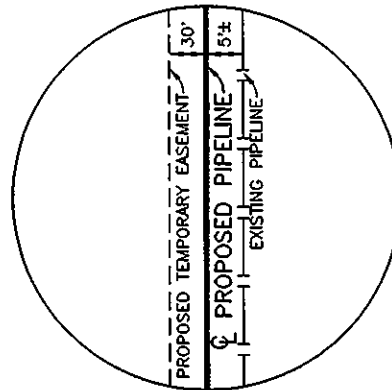
**DETAIL "A"**  
N.T.S.



**DETAIL "B"**  
N.T.S.



**DETAIL "C"**  
N.T.S.



**DETAIL "D"**  
N.T.S.

**NOTES:**

1. THE INFORMATION DEPICTED HEREON WAS GATHERED DURING THE PERFORMANCE OF AN ENGINEERING SURVEY WITH THE PURPOSE OF DETERMINING A ROUTE FOR A PROPOSED PIPELINE.

2. BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE (NAD '83), AS DETERMINED FROM GPS OBSERVATIONS.

3. THIS SURVEY IS PRELIMINARY TO CONSTRUCTION.

THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR CATEGORY 2, CONDITION IV SURVEY.

**PRELIMINARY PLAT**

NOT TO BE FILED

Timothy J. Hollstein  
R.P.L.S. 5640

Date:

SHEET 2 OF 2

SCALE:	PROJECT NO: 1380-31-0011
DRAWN BY: MET	DATE: 05/26/10
CHECKED BY:	DATE:
APPROVED BY:	DATE:
REVISED BY:	DATE:
REVISED BY:	DATE:
REVISED BY:	DATE:

PREPARED BY

**PPI TECHNOLOGY SERVICES, L.P.**  
800 GESSNER, SUITE 900  
HOUSTON, TX 77024  
TEL: 713.464.2200  
FAX: 866.262.2295

PREPARED FOR

**Chesapeake ENERGY**

TITLE	PLAT OF SURVEY SHOWING PROPOSED 8" PRODUCED WATERLINE CROSSING THE LAND OF TARRANT ACQUISITION, LTD. TARRANT COUNTY, TEXAS
DRAWING NO.	1380-011-2002

DATE: 6/1/2010 11:32 AM BY: Mary Tindle FILE NAME: L:\Chesapeake\1380-31-0011 Duck Lake to TX\dwg\Plat\1380-011-2002 Tarrant Acquisition.dwg